

PACIFICORP/PORTLAND GENERAL ELECTRIC

PNW AC Intertie FOIA Request

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November 19, 2002

Customer	Contract No.
PACIFICORP	29224
	92299
	94278
	94285
	94332
	94333
	94600
	94628
PORTLAND GENERAL	29225
	56747
	63627
	92277
	92340
PGE/PAC/USBR	59840

AGREEMENT

executed by the

UNITED STATES OF AMERICA

DEPARTMENT OF THE INTERIOR

acting by and through the

BONNEVILLE POWER ADMINISTRATOR

and the

BUREAU OF RECLAMATION

and

PACIFIC POWER & LIGHT COMPANY

and

PORTLAND GENERAL ELECTRIC COMPANY

(Construction and Operation of the Malin Substation)

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This AGREEMENT, executed September 13, 196⁷, by the UNITED STATES OF AMERICA (hereinafter called "the Government"), Department of the Interior, acting by and through the BONNEVILLE POWER ADMINISTRATOR (hereinafter called "the Administrator") and the BUREAU OF RECLAMATION (hereinafter called "the Bureau"), PACIFIC POWER & LIGHT COMPANY (hereinafter called "Pacific"), a corporation organized and existing under the laws of the State of Maine, and PORTLAND GENERAL ELECTRIC COMPANY (hereinafter called "Portland General"), a corporation organized and existing under the laws of the State of Oregon,

W I T N E S S E T H:

WHEREAS the proposed Malin substation, near Malin, Oregon, and the 500 kv a-c transmission lines which will enter said substation are a part of the Pacific Northwest-Pacific Southwest Intertie program recommended to Congress by the Secretary of the

Interior and approved by Congress by making appropriations for the Government's portion thereof; and

WHEREAS the parties hereto desire to build the proposed Malin substation which will provide (1) terminal facilities for each party's portion of the 500 kv a-c transmission lines, (2) series capacitor facilities, and (3) shunt reactor facilities; and

WHEREAS the parties hereto and the other participants in the Pacific Northwest-Pacific Southwest Intertie program have formed the Pacific Intertie Guidance Committee to establish design, operation, and maintenance criteria for the Intertie program; and

WHEREAS Pacific and the Administrator intend to enter into Intertie Agreement No. 14-03-56379 and Portland General and the Administrator have entered into Intertie Agreement No. 14-03-55063 (together hereinafter called "the Intertie Agreements"); and

WHEREAS Pacific and the Administrator intend to enter into a trust agreement (designated as Contract No. 14-03-59835) and Portland General and the Administrator intend to enter into a trust agreement (designated as Contract No. 14-03-59834)(together hereinafter called "the Construction Trust Agreements") which provide for construction by the Administrator of a part of each company's portion of the 500 kv switchyard (hereinafter called "the 500 kv Switchyard"), in the Malin substation, the Administrator having determined that it will be beneficial to the Government for him to perform such construction with funds advanced by the respective parties; and

WHEREAS the Administrator will operate the Malin substation and will maintain certain facilities in the portion of the 500 kv Switchyard owned by Pacific and Portland General as well as the Government's facilities, and the parties hereto desire to enter into an agreement outlining the responsibilities and rights of each party; and

WHEREAS Pacific has purchased the land and necessary easements for the proposed Malin substation site, and expects to convey certain portions of said site to Portland General and to the Government pursuant to the provisions of a proposed agreement with Portland General and the Administrator (designated as Contract No. 14-03-63626); and

WHEREAS the Administrator and the Bureau expect to enter into a Memorandum of Understanding (designated as Contract No. 14-03-63625), which provides for (1) purchase, construction, and installation of the Bureau's series capacitor facilities in the Malin substation, (2) the transfer from the Administrator to the Bureau of jurisdiction over (i) right-of-way to the Bureau's series capacitor facilities for the Bureau's Round Mountain-Malin 500 kv transmission line within Malin substation, and (ii) land for such series capacitor facilities of the Bureau, (3) the use of one-third of the capacity of the Administrator's shunt reactor facilities at the Malin substation, and (4) the operation and maintenance by the Administrator of the facilities of the Government within the Malin substation under the jurisdiction of the Bureau; and

WHEREAS the Administrator and Pacific intend to enter into a proposed agreement (designated as Contract No. 14-03-62876) and the Administrator and Portland General intend to enter into a proposed agreement (designated as Contract No. 14-03-63627)(together hereinafter called "the O&M Agreements") which will provide for operation and maintenance by the Administrator of certain solely-owned facilities of Pacific and Portland General and of jointly-owned facilities of the parties hereto in the 500 kv Switchyard; and

WHEREAS the Administrator is authorized to dispose of electric energy generated at various federal hydroelectric projects in the Northwest and enter into related agreements in accordance with the Bonneville Project Act, approved August 20, 1937, as amended, and pursuant to the following orders of the Secretary of the Interior: No. 2563 dated May 2, 1950, and No. 2860 dated January 19, 1962, as amended;

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

1. Term of Agreement. This agreement shall be effective commencing on the date of execution and ending on the expiration of the term of the Government's Intertie Agreement with Pacific or Portland General as each agreement may be amended, extended, or renewed by a similar agreement or agreements, whichever is later.

2. Exhibits. A map of the Malin substation and the provisions required by statute or executive order are attached hereto as Exhibits A and B, respectively, and are hereby made a part of this agreement.

3. Malin Substation.

(a) The Malin substation shall include all facilities of the parties hereto which are located within the boundary of the Malin substation as shown in the map attached hereto as Exhibit A. Such substation is divided into the following sections:

(1) The 500 kv Switchyard (designated as areas 3, 4, and 5 of Exhibit A), which includes the 500 kv terminal facilities with associated 500 kv circuit breakers, disconnect switches, control house, 500 kv bus, ground mat, cable and ducts, water system, and associated site improvements.

(2) Portland General's shunt reactor yard (designated as area 1 on Exhibit A), which includes Portland General's shunt reactor facilities and associated disconnect switch, bus, supports and site improvements.

(3) The Government's shunt reactor yard (designated as area 2 on Exhibit A), which includes the Government's shunt reactor facilities, associated disconnect switch, bus, supports, site improvements and storage for a spare shunt reactor.

(4) The Government's series capacitor yard (designated as area 7 on Exhibit A), which includes the Government's series capacitor facilities, associated disconnect switches, bus, supports and site improvements.

(5) The remainder of the land owned in fee by Pacific within the Malin substation (designated as area 6 on Exhibit A), which includes Pacific's series capacitor facilities, associated disconnect switches, bus, supports, site

improvements, and a portion of Pacific's 500 kv transmission line.

(6) The Bureau's 500 kv transmission line and associated right-of-way within areas 8 and 10 as designated on Exhibit A.

(7) Pacific's 500 kv transmission line and associated right-of-way within area 9 as designated on Exhibit A.

(b) Upon transfer of land rights as provided in Contract No. 14-03-63626, the land areas or easements to use land areas shown in Exhibit A will be owned as follows:

- (1) Areas 5, 6, and 9 by Pacific
- (2) Areas 1 and 3 by Portland General
- (3) Areas 2 and 4 by the Administrator
- (4) Areas 7, 8, and 10 by the Bureau.

4. Construction by the Parties. In accordance with the design criteria specified and approved by the Pacific Intertie Guidance Committee:

(a) Pacific will:

(1) design, furnish all material and labor, construct, install, and test its transmission line described in section 3(a)(7) hereof, prior to May 1, 1967,

(2) purchase and install, prior to May 1, 1967, a 500 kv 2,000 ampere, 38,000 mva power circuit breaker on foundations installed by the Administrator pursuant to said Construction Trust Agreement No. 14-03-59835,

(3) design, furnish all material and labor, construct, install, and test its series capacitor facilities described in section 3(a)(5) hereof prior to April 1, 1968, and

(4) provide prior to November 15, 1966, for installation by the Administrator in the 500 kv Switchyard pursuant to the terms of the Construction Trust Agreement No. 14-03-59835, one set of 300 kv 120/69 volt potential transformers and two 500 kv 2,400 ampere disconnect switches.

(b) Portland General will:

(1) design, furnish all material and labor, construct, install, and test its shunt reactor facilities described in section 3(a)(2) prior to April 1, 1968,

(2) purchase and install prior to April 1, 1968, a 500 kv, 2,400 ampere, 35,000 mva power circuit breaker on foundations installed by the Administrator pursuant to the Construction Trust Agreement No. 14-03-59834,

(3) provide prior to October 15, 1966, for installation by the Administrator in the 500 kv Switchyard pursuant to the terms of the Construction Trust Agreement No. 14-03-59834, two 500 kv 2,400 ampere disconnect switches, and

(4) provide prior to April 1, 1968, for installation by the Administrator in the 500 kv Switchyard pursuant to the terms of the Construction Trust Agreement No. 14-03-59834, one set of 300 kv 120/69 kv potential transformers.

(c) The Administrator will:

(1) pursuant to the Construction Trust Agreements, design, furnish all material and labor, construct and install prior to May 1, 1967, all facilities in the 500 kv Switchyard, except those supplied and installed by Pacific

and Portland General as specified in Construction Trust Agreements, and test all facilities in the 500 kv Switchyard prior to regular operation, excepting Portland General's 500 kv power circuit breaker and potential transformers which will be tested by the Administrator after their installation,

(2) design, furnish all material and labor, construct, and install the Government's shunt reactor facilities described in section 3(a)(3) hereof prior to May 1, 1967,

(3) design, furnish all material and labor, construct, and install, prior to April 1, 1968, the Government's series capacitor as described in section 3(a)(4) hereof pursuant to Memorandum of Understanding No. 14-03-63625,

(4) provide, prior to September 1, 1966, for his installation in the 500 kv Switchyard pursuant to the terms of Construction Trust Agreements, two sets of 300 kv 120/69 volt potential transformers and four 500 kv 3,000 ampere disconnect switches, and

(5) purchase and install prior to May 1, 1967, two 500 kv 2,000 ampere, 38,000 mva power circuit breakers.

(d) The Bureau will design, furnish all material and labor, construct and install its transmission line described in section 3(a)(6) hereof prior to November 1, 1967.

(e) The time for each act specified in this section shall be extended for a time equivalent to such delays, if any, as are occasioned by events which the party hereto obligated to perform

such act could not be reasonably be expected to avoid by the exercise of reasonable diligence and foresight.

5. Ownership of Facilities. All facilities and site improvements installed on or above the land areas of each party hereto described in section 3(b) shall be solely owned by that party except as follows:

(a) Pacific shall own an undivided twenty-five percent (25%) interest, Portland General shall own an undivided twenty-five percent (25%) interest, and the Government, acting by and through the Administrator, shall own an undivided fifty percent (50%) interest in the following facilities located within areas 3, 4, and 5 as shown on Exhibit A:

(1) control house, equipment installed therein, and associated site improvements; provided, however, that Pacific shall own the equipment installed in the control house pursuant to section 4(b) of Contract No. 14-03-62876 to the extent that such equipment can be removed without damage to the jointly-owned property,

(2) water system,

(3) joint duct and control cable runs from control house to manhole No. 1G and handholes Nos. 2C and 4C,

(4) ground mat,

(5) the internal 500 kv Switchyard roads.

(b) The Government shall own:

(1) the 500 kv strain bus between the 500 kv Switchyard and the Government's series capacitor yard which overhangs land owned by Pacific,

(2) the spare parts inventory maintained at Malin substation for the portion of the 500 kv Switchyard constructed by the Administrator pursuant to the Construction Trust Agreements.

(c) Pacific shall own an undivided forty-one and three-tenths percent (41.3%) interest, Portland General shall own an undivided sixteen and five-tenths percent (16.5%) interest and the Government, acting by and through the Administrator, shall own an undivided forty-two and two-tenths percent (42.2%) interest in the entrance road and necessary right-of-way therefor from the county road at Loveness Mill to the control house including the portions of entrance road within and outside the substation boundary.

6. Use of Facilities. Each of the parties may use the Malin substation for making or accepting deliveries of electric power or energy from or to any other party hereto, or from or to any third party; provided, however, that Pacific's use of the Malin substation shall be subject to any limitations provided in Intertie Agreement No. 14-03-56379, and Portland General's use of the Malin substation shall be subject to any limitations provided in Intertie Agreement No. 14-03-55063, as such Intertie Contracts may be amended, extended, or renewed. Such use shall be without charge to any party hereto.

7. Delivery Point. In any contract between parties hereto, or between parties hereto and third parties, which provides for delivery at the Malin substation or at the Oregon-California border, in either case such delivery shall be to the Malin substation facilities as described herein, and the respective party to this agreement making or accepting such delivery shall have the right to use of the facilities of the Malin substation, as described

in section 3 hereof for the purpose of making or accepting such delivery.

8. Operation.

(a) The Administrator shall operate the Malin substation pursuant to the provisions of the O&M Agreements. Operation of Pacific's and Portland General's terminal positions in the Malin substation shall be subject to the dispatching control of each company's dispatcher working through the Administrator's dispatcher. Operation of the companies' terminal positions, once it is determined supervisory control is feasible, will be resolved according to a mutually satisfactory agreement by the parties.

(b) All employees of the parties hereto who desire to enter the Malin substation shall obtain access clearance from the substation operator prior to entry.

9. Maintenance.

(a) Routine maintenance of all facilities in the Malin substation shall be performed in accordance with schedules agreed to in advance by the parties and in accordance with accepted utility standards.

(b) Pursuant to the terms of the O&M Agreements, the Administrator will (1) maintain such facilities of Pacific and Portland General within the 500 kv Switchyard as are specified in the O&M Agreements, and (2) maintain the entrance road from the county road at Loveness Mill to the control house.

(c) Any party hereto may make emergency repairs of the facilities to be maintained by another party. The repairing

party shall be reimbursed by the party responsible for such maintenance for actual expenses incurred, including reasonable overheads.

10. Liability. Each party shall be solely liable for any loss or claim for damage or injury to persons or property which arises from its maintenance of, or failure to maintain its separately-owned property maintained by such party.

11. Enforcement of Warranties. The Government shall, at its option, have the right to enforce all warranties, express or implied, made in connection with jointly-owned property. Either Pacific or Portland General may, after refusal by the Government, enforce any warranty, express or implied, made in connection with jointly-owned property. The parties agree to execute all documents or instruments necessary or required for the purpose of enforcing such warranties, or the release or satisfaction thereof. Cost of such enforcement, including but not limited to the cost of any administrative proceedings, arbitration, or suit, if necessary, shall be borne by the parties on a pro rata basis according to each party's interest in such property.

12. Assignment. This agreement shall inure to the benefit of, and shall be binding upon the respective successors and assigns of the parties to this agreement; provided, however, that neither such agreement nor any interest therein shall be transferred or assigned by a party to any party other than the United States or an agency thereof without the written consent of the other parties; provided, further, that the interests of Pacific or Portland General

under this agreement, including the Malin substation or any portion thereof, may be conveyed to its respective trustees as security under a mortgage or deed of trust to secure indebtedness without such written consent, provided that each such trustee may act with respect to such interest only to the extent and in the manner that such act would have been authorized under this agreement.

13. Additions to or Disposition of Property. Equipment and property within the Malin substation may be added to or disposed of only by agreement of all of the parties. If at any time during the term hereof the parties agree that any property within the Malin substation is surplus to operating needs, such property shall be disposed of in the manner provided in section 14(c) hereof.

14. Provisions Applicable after the Term of the Agreement. From and after the end of the term of this agreement and unless the parties agree to a replacement or extension of this agreement, or to other similar arrangements, it is further agreed that:

(a) Unless all parties agree to dispose of the Malin substation, as provided in subsection (c) of this section, the parties will maintain both their jointly-owned and separately-owned facilities in the Malin substation in such manner so as to permit the continued use of facilities of other parties for delivery and receipt of power as provided in sections 6 and 7 hereof.

(b) If any party proposes to dispose of its jointly-owned facilities or of such of its separately-owned facilities as are required to be maintained under subsection (a) above it will, prior to such disposition, offer the same for sale to the other

parties, in the ratio that the interest of each of such other party in the jointly-owned facilities bears to the total interest of such other parties in the jointly-owned facilities. The price at which such facilities and interests shall be offered shall be the cost of such facilities as shown on the books of the selling party, less depreciation reserves on the books of the selling party accrued thereon as of the date of sale. The other parties shall accept or reject the offer of sale in writing within sixty (60) days after receipt by them of the offer of sale. If either rejects such offer the other may purchase the whole of such facilities. Such purchasing party or parties shall continue to operate the facilities subject to the provisions of subsection (a) above. If neither of the other parties accepts such offer of sale, the disposing party may thereafter sell to any person its separately-owned facilities and its interest in the jointly-owned facilities or it may remove its separately-owned facilities; provided, however, that removal shall not take place until two (2) years after the offer of sale. If it removes its separately-owned facilities, the other parties shall purchase its interest in all jointly-owned facilities at such party's book cost, less depreciation. Each such purchasing party shall pay for and receive an undivided interest in such jointly-owned facility in the ratio that such party's interest in the jointly-owned facilities then bears to the total interest of both parties in the jointly-owned facilities.

(c) If all parties agree to dispose of the Malin substation, all property located within the Malin substation shall be disposed of as follows:

(1) Disposition of separately-owned property shall be the responsibility of the owner.

(2) All jointly-owned property shall be disposed of by the Government in accordance with the then applicable Government regulations. Cost of such disposal, including costs of removal or dismantling such property, shall be shared on a pro rata basis according to each party's interest in such property. Any proceeds from such disposal shall be shared on the same basis.

IN WITNESS WHEREOF, the parties hereto have executed this

agreement in several counterparts.

UNITED STATES OF AMERICA
Department of the Interior

(SEAL)

By 
Acting Bonneville Power Administrator


By 
Regional Director, Region 2
Bureau of Reclamation

PACIFIC POWER & LIGHT COMPANY

(SEAL)

By 
SENIOR VICE-PRESIDENT

ATTEST:


ASSISTANT SECRETARY

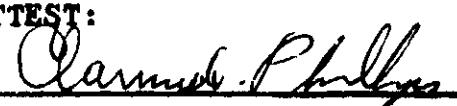
PORTLAND GENERAL ELECTRIC COMPANY

(SEAL)

By 

VICE PRESIDENT

ATTEST:


SECRETARY

PROVISIONS REQUIRED BY STATUTE OR EXECUTIVE ORDERContract Work Hours Standards Act - Overtime Compensation.

This contract, to the extent that it is of a character specified in the Contract Work Hours Standards Act (Public Law 87-581, 76 Stat. 357-360) and is not covered by the Walsh-Healey Public Contracts Act (41 U. S. C. 35-45), is subject to the following provisions and to all other provisions and exceptions of said Contract Work Hours Standards Act.

(a) No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work, to work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) In the event of any violation of the provisions of subsection (a), the Contractor and any subcontractor responsible for such violation shall be liable to any affected employee for his unpaid wages. In addition, such Contractor or subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of the provisions of subsection (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of forty hours in a workweek without payment of the required overtime wages.

(c) The Administrator may withhold, or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, the full amount of wages required by this contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in subsection (b).

(d) The Contractor shall require the foregoing subsections (a), (b), (c) and this subsection (d) to be inserted in all subcontracts.

(e) The Contractor shall keep and maintain for a period of three (3) years from the completion of this contract the information required by 29 CFR § 516.2(a). Such material shall be made available for inspection by authorized representatives of the Government, upon their request, at reasonable times during the normal work day.

Convict Labor. The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

Nondiscrimination. During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Administrator setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Administrator, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Administrator and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246

of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Administrator may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Administrator, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Interest of Member of Congress. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Nothing, however, herein contained shall be construed to extend to such contract if made with a corporation for its general benefit.

5-3-79

AGREEMENT

executed by the

UNITED STATES OF AMERICA

DEPARTMENT OF ENERGY

acting by and through the

BONNEVILLE POWER ADMINISTRATION

and the

WESTERN AREA POWER ADMINISTRATION

and

PACIFIC POWER & LIGHT COMPANY

and

PORTLAND GENERAL ELECTRIC COMPANY

(Construction and Operation of the Malin Substation)

This AMENDATORY AGREEMENT, executed March 26, 19⁸⁵~~80~~, by the UNITED STATES OF AMERICA (Government), Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (Bonneville), and the WESTERN AREA POWER ADMINISTRATION (WAPA), PACIFIC POWER & LIGHT COMPANY (Pacific), a corporation of the State of Maine, and PORTLAND GENERAL ELECTRIC COMPANY (Portland General), a corporation of the State of Oregon,

W I T N E S S E T H :

WHEREAS the parties hereto executed an agreement (Contract No. 14-03-59840, which is hereinafter referred to as "Agreement") which provides, among other

matters, for joint ownership of facilities installed by the parties in areas 3, 4 and 5 of Malin substation (Malin), except as provided in section 5(a)(1) of the Agreement; and

WHEREAS the parties wish to amend the Agreement to further provide for exclusive ownership by Pacific of certain facilities in areas 3, 4 and 5 at Malin; and

WHEREAS Bonneville and Pacific expect to execute Table 8 to Exhibit B to Contract No. 14-03-29224 providing for the installation of additional facilities at Malin owned by Pacific; and

WHEREAS Bonneville and Pacific have agreed to provide for operation and maintenance of such facilities under the Operation and Maintenance agreement, Contract No. 14-03-62876, executed on October 13, 1967; and

WHEREAS Bonneville is authorized pursuant to law to dispose of electric power and energy generated at various Federal hydroelectric projects in the Pacific Northwest, or acquired from other resources, to construct and operate transmission facilities, to provide transmission and other services, and to enter into agreements to carry out such authority;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Term of Agreement. This agreement shall be effective at 2400 hours on the date of execution.

2. Amendment of Agreement.

(a) Section 5(a)(1) is deleted and replaced with the following:

"(1) control house, equipment installed therein, and associated site improvements; provided, however, that to the extent that Pacific can remove equipment without damage to jointly-owned property, Pacific shall own the equipment installed in the control house pursuant to section 4(b) of Contract No. 14-03-62876 as amended, and the equipment installed in the control

house and substation yard pursuant to Table 8 to Exhibit B to Contract No. 14-03-29224."

(b) All references to "the Administrator" are changed to "Bonneville."

(c) All references to "Bureau of Reclamation" are changed to "Western Area Power Administration", and all references to "the Bureau" are changed to "WAPA."

3. Execution by Counterpart. This agreement may be executed in a number of counterparts and shall be deemed to constitute a single document with the same force and effect as if all parties hereto having signed a counterpart had signed all other counterparts. This agreement shall become effective when counterparts have been signed by all parties. Bonneville will prepare and deliver to each party a certified, conformed, composite copy of this agreement when it has been executed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in several counterparts.

UNITED STATES OF AMERICA
Department of Energy

By *Ray Folm*
ACTING Bonneville Power Administrator

WESTERN AREA POWER ADMINISTRATION

By _____
Title _____

PORTLAND GENERAL ELECTRIC COMPANY

ATTEST:

By _____
Title _____

By _____
Title _____

PACIFIC POWER & LIGHT COMPANY

By

Title

Vice President

ATTEST:

By

Title

Assistant Secretary

Effective Date:

March 27, 1985

house and substation yard pursuant to Table 8 to Exhibit B to Contract No. 14-03-29224."

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UNITED STATES OF AMERICA
Department of Energy

By _____
Bonneville Power Administrator

WESTERN AREA POWER ADMINISTRATION

By David H. Coleman
Title Area Manager

PORTLAND GENERAL ELECTRIC COMPANY

ATTEST:

By _____

Title _____

By _____

Title _____

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UNITED STATES OF AMERICA
Department of Energy

By _____
Bonneville Power Administrator

WESTERN AREA POWER ADMINISTRATION

By _____
Title _____

PORTLAND GENERAL ELECTRIC COMPANY

By Glen E. Braden
Title _____ VICE PRESIDENT

ATTEST:

By [Signature]
Title _____ Secretary